

G. R. S. IX-5]

Previous references.

1877.

File No. 1 of 1877

~~191~~.

Serial Nos. 1-12

(S. R

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-12

Major Part B for August 1877

SUBJECT.

Resale of taddy Contract to Deoy Muddappa

Ind. 1877
1877
/

Draft
1877.

No. 53.

From

The Commr of the
Mundwaddy Div

Date 19th July

Despatched u

Received Rev G. Quest:

Enclosures No. four

General No. 3,952
No. 52 of 1877-8

Conveys the Ch. Commr's
availability to accept
the requests made
by Rai Bahadur Mallappa
Chetti in connection
with the Loddie Contract.

Yours etc,
J. H. D.

Proceedings of the
Chief of the Bureau -

Read letter from the Camp
Monday Aug 20. No. 67 &
10th July 1877

$\frac{20}{2} \frac{395.2}{9.52}$ 2/19th July 1877.

Bob

The Capt. Genl reports that
he is unable to accede
to the requests made
by Ram Bahadur Shalapp
Chetti - In addition
the ~~present objection~~
~~has been~~ reasons for their
similar application
have been already
expressed, & they must
wait till concession made
to one person to make
any part pay off for
involvement in
their own hands
his necessity of making
it to all other large
tenants & contractors.
2. He will be opposed to
the ~~be~~ ~~cannot~~ ~~reporting~~
that he has applied Chetti
applied to ~~the~~ ~~conditions~~
unreservedly to his
conditions of the offer

The Chief Commissioner is pre-cluded from entertaining the proposal in regard to the payment in Copper Coin by ~~Mr.~~ Rai Bahadur G. Muddappa Chetty of any portion of the Govt. Revenue, such payment not being a legal tender for sums exceeding one rupee in value.

2. It is not clear from
para: 3 of the Comptroller's letter
whether Mr. Mallappa Chetty
wants first to postpone
recovery of Arrear sundries
till the 1st July 1878. If so,
the request is not a moderate
one. -

3. For the above reasons,
the Chief Magistrate is not prepared

to the Commission. As he did for,
and desired, the Commission to
ascertain once more and
report to the Office whether
Mr. Mappa Chetty is
willing to accept, un-
conditionally, the offer
already made in No. 3007
of the 23rd letter,
to renew the 1883 contract
for a further period of 13
years from 1st April 1896,
but on the distinct under-
standing that the Khots
for the current lease
are regularly paid and
no arrears are left un-
liquidated at the termina-
tion of the present ~~lease~~
^{period of} ~~lease~~ years.

made in the 1st letter
No. 3007 of 23rd
June 1894 and to
await further orders
all I am waiting for
~~the 1st letter of the~~
~~1st letter of the~~

18/7/98 17/8/98

To the Comr. Mysore
Returning of documents.

in reference to the Laddy Contract of
this Division.

I have the honor to be.

Yours
Very Respectfully

Wm. L. Laddy
Commissioner

To Dargah

3-8-77

Subj: *Sanad*
with the previous
correspondence - *BM*

The renewal of the
Contract after the 1st April
has expired, as already
intimated to Malappur
Chief, paying up all
Arrears of Khatts - their
are now within very
much to arrears - They
may be over till the
15th Jan^y next when
paying may be made in
the form of 3/8

1877.

From *The Commissioner*
Malappuram Dist

To

Secretary to Chief Commissioner,
General Department.

Dated

2nd August 1877

Despatched

Received

3rd

Enclosures No.

General No.

1877-78.

In reply to the
Chief Commissioner's
order No. 3002 of the 19th
July. I have the
hon^r to inform
that Mr. Babur
Malappuram
has attended my
Office and has
stated that he
accepts the condi-
tions laid down
in your communi-
cation No. 3007 of
25th of June.

2 Comm of Landgrory

Despts 11 Dec 1878

Dufter Pl no 2774
287.287

Forwards Petition No 2299
from Bai Sahadur Yelli
Mallappa Chetty Goddy
Contractor of the Land
Division for early ex-
pression of opinion on
the application.

Mysore Chief Commissioner's Office.

Official Memorandum.

The accompanying Petition No. 2299, dated

received at

the Chief Commissioner's Office from *Nai Bahadur Yellappa*
Chetty, Sody Contractor of the Kandymooj Division

is forwarded, together with its

enclosures to the *Command*

of the Kandymooj Division for long possession of
the place
with his presence to the time when Yellappa
Chetty may be allowed to resign his contract, subject

BANGALORE,

"By Order,"

11.20.02, 1878.

Secretary.

Please see order 81
 on P No 2299 - File No 1-1377
 The Comr now
 recommends that Mullappa
 Serial No 81
 To the Commissioner
 Revenue Division

1878. 0.4/59
 217

Secretary to Chief Commissioner,
 General Department.

Shetty should be permitted
 to resign his contract
 from 1st Febry next. If
 this be approved tender
 will have. He invited
 at once the present Contractor
 being held liable for the loss if any
 by resale. It is not stated
 what is the actual
 balance due of Mullappa
 up to date.

Dated 12th 2
 Despatched 13th 2 December
 Received 13th 2

ENCLOSURES NO 5

General No. 204 } 1878-79
 No. 17

On account of
 the contract which
 expired on 31 March
 last Mullappa was
 allowed a remission
 of Rs 73044-00, besides
 a deduction of 2% on the
 contract amount of
 1878/79. Although during
 three consecutive years
 he has been in the very first
 year after the renewal
 of contract and asks
 for a further remission.
 On the basis of his own
 accounts which have not
 been subjected to the
 scrutiny of Joint-officers
 of the Revenue Division
 and the Accounts
 Department. The
 Accounts Officer
 has been directed
 to examine the
 accounts of Mullappa
 and to report thereon
 to the Joint-officers
 of the Revenue
 Division and the
 Accounts Department.
 The Accounts Officer
 has been directed
 to examine the
 accounts of Mullappa
 and to report thereon
 to the Joint-officers
 of the Revenue
 Division and the
 Accounts Department.
 The Accounts Officer
 has been directed
 to examine the
 accounts of Mullappa
 and to report thereon
 to the Joint-officers
 of the Revenue
 Division and the
 Accounts Department.

Submits for consideration
 a representation received
 from R. B. Yella Mullappa Shetty
 the subject of the losses
 incurred by him in working
 the Toddy Contract.

To the Secretary
 General Department
 13-12-78
 2216

* For the year 1878:79 Rs. 2,20,000 minus 1/8 of the amount local C.P. at
 Rs. — 1879:80 — 2,20,000 — do. — 1/16 — do. — the rate of 3 3/4
 Rs. — 1880:81 — 2,20,000 — full — Anna per Rupee

13

Nundydroog Division
 Commissioner's Office.
 Bangalore 12th December 1879

To The Secretary to the
 Chief Commissioners of
 Mysore.

Sir,
 I have the honor to enclose
 a representation received from
 Rai Bahadur Gelli Mullappa Chetty
 on the subject of the Toddy Contract
 leased to him on the terms
 marginally noted.

2. He has submitted several
 Statements of accounts showing
 the realizations and outlay in
 each District, but only a brief
 abstract of these is submitted
 herewith, as it will suffice to
 shew the Chief Commissioners
 the grounds on which his repre-
 sentation is based.

The

The detailed Statements
can be forwarded if required.

4. I at once sent copies of the
Statements connected with the
Tumkur and Kolar Districts
to the Deputies concerned, and
asked them to get them verified
to the best of their ability.

Copies of their replies are
appended, and shew that the
figures submitted by Rai
Bahadur Gelli Mullaappaetty
are approximately correct.

From Kolar
No. 207 of 3rd Oct/78
From Tumkur
No. 100 of 4th Oct/78

5. I did not refer the
Bangalore District Statements,
as the loss was trifling in that
District, and the Return did
not seem to call for special
consideration at present.

6. There can be no doubt
with regard to the fact that the
Revenue of the Contractor is fairly

15
off month by month since last April, and his position is becoming a very serious one - and as I am fully convinced that it would never be the wish of the Local Government to ruin an old Contractor of 14 years standing, who has always honorably and punctually fulfilled his Compacts, I feel bound, but with the greatest reluctance again to bring this subject to the Chief Commis- sioner's notice.

Mullappah Chetty has paid in nearly all that he has realized less the cost of his Establishments, and therefore I do not like to put undue pressure on him or force him to pay peremptorily, as I might thereby bring matters

to a stand-still, and yet I feel that I am incurring responsibility in not making him pay up, and therefore I have no resource left, but to bring the matter to Mr. Gordon's notice.

It seems to me that there are only two plans available, either to revise the present Contract or to call on Mullappa Chetty to resign his Contract, and let us ascertain its market value at the present time.

I object to the former course now, though I induced Mr. Samide to deal with it in this manner formerly, and I think the best arrangement is to call on him to resign, and if he throws up the Contract, say from the 1st February 1879, the "Unit".

Convincing them that the question of his losses into consideration - There can be no doubt that he has held the Contract, and paid up fairly through the most trying time, the Province has known within present memory - but the matter as it now stands is so essentially one for the consideration of the Local Government only, that I would rather abstain from urging concessions -

10. I have mentioned the 1st of February as the months of February, March and April are supposed to be the most profitable though out the year, and individuals are more likely to tender at a high rate, if they have

have those months before them.

I have the honor to be,

Sir,
Your Most Obedt. Servant,

Wm
Carrington

P.S. This letter was written
prior to the receipt of your
Friend's Memorandum of the 11th.
Instant, the enclosures to which
are therefore herewith appended.

No: 685

Unionist Street
 St. John's Commission Office
 Unionist 204; Boston
 1878.

To:

The Commissioners
 Board of Fish.

Sir,

With reference to your
 circular letter no: 448 of the 14th
 Inst: and its enclosure, I
 have the honor to state that
 the results given in the State
 ment submitted by the Board
 Contractors are reported by the
 Comptroller of Unionist, North-
 ampton, and Masabab to be gene-
 rally correct.

I am disposed to ascribe
 the heavy mortality among
 the Board drinking population
 as the cause which has
 chiefly affected the Board
 Contractors' collections.

I have &c:

Respectfully,
 J. D. McKelvey
 offg. Secy. Comm.

From.

The undersigned can
 from his own observation
 testify to the fact that the
 sale of wool has since been
 considerably decreased.

Witness B. Kiskuefer
 dep. 2/10/1880

"Copy"

D. H. Jones.
 Manager
 for Commission
 - and Agents

Abstract Statement showing, by the month, the net Total Revenue realized in the Muzaffargarh Division, the Khush and Local Cess payable to Government, and the Profit or Loss sustained, from 1st April to 30th Sept 1878.

Months	Net Revenue realized												Payable to Government						Profit or Loss											
	Town and Country			Bangalore District			Kolar District			Tamil N. District			Total			Government Khush		Local Cess		Total		Surplus		Deficit						
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p			
April	5534	11	5	3314	9	4	1697	4	6	2618	15	70	13165	9	1	15519	1	7	706	"	5	16225	2	6	"	"	"	3059	8	11
May	4517	10	11	2659	11	9	1378	"	7	2017	9	7	10773	"	10	15379	1	7	706	"	5	16225	2	"	"	"	"	5452	1	2
June	2927	10	8	2613	14	6	1295	4	3	1788	"	3	8624	13	8	15379	1	7	706	"	5	16225	2	"	"	"	"	7600	4	4
July	3029	13	4	2447	15	7	1539	3	4	1696	7	4	8713	7	1	15519	1	7	706	"	5	16225	2	"	"	"	"	7571	10	11
August	2945	13	10	2196	7	"	1215	2	7	1007	10	4	7365	1	9	15379	1	7	706	"	5	16225	2	"	"	"	"	8860	"	3
September	2093	1	"	2097	5	4	1099	13	7	526	11	10	5816	15	9	15519	1	7	706	"	5	16225	2	"	"	"	"	10408	2	3
	21048	13	2	15329	15	4	8224	12	10	9655	7	2	54459	"	2	93114	9	6	4236	2	6	97350	12	"	"	"	"	42891	11	10

1105555555

October 1883

Colonel J. L. Pearce.

Commissioner of the
Kandydroog Division,
Bangalore.

Sir,

We beg to submit ^{that} the ~~following~~
Circumstances under which we continue to
hold the Toddy Contract of the three
Districts, comprising the Kandydroog
are so well known to you, that we shall
not attempt to take up your valuable
time, by entering into any details relative
thereto.

2. . . . Our chief object in addressing
you now, is, to submit that we have
endeavoured our utmost to meet the
views of Government, and to realize
the Toddy Revenue, but we find it
simply impossible to obtain the high
amount payable to Government - high
as compared with the actual source
left, after the severe famine, and its
fatal effects, as to decrease in population
and consequent decrease in the consump-
tion of Toddy.

3. . . . It is an admitted fact
that the mortality arising from the
famine, was confined mostly to the
lower

alone furnish us, the
consumers of Toddy.—

4.— To the Toddy. Whist we have $\frac{9}{16}$ pay
the Government has been five $\frac{1}{16}$ for three
years, at the average of $\frac{1}{16}$. $\frac{1}{4}$ per
cent less than the revenue derived at
a time when the Country was in its most
flourishing state: whereas the loss of
population (resulting in diminished
consumption of Toddy) has been at an
admitted average of not less than
25 per cent in the Kandy District Division.
In the face of these facts, and the
present condition of the Country, no
human effort can possibly prevail
in raising the Revenue the Government
expect us to pay.

5.— To the Government, we beg leave
to submit the accompanying state-
ments of actual Toddy Revenue realized
by us, showing a total deficit, for
six months, viz: from 1st April to
30th September 1878, of Rupees 2,891-11-10
or about $\frac{1}{4}$ per cent less than the
sum payable by us to Government,
even reckoning it at the rate (of
 $\frac{1}{2}$ per cent or $\frac{2}{16}$ reduction) allowed
for this year alone.

6.— All we humbly implore
of you is, to send the statements
of accounts herewith furnished

request the Deputy Commissioners
to make proper enquiry from each
Taluk, and report whether our figures
are correct, or otherwise: in order that
should our accounts prove truth-
-ful and correct, we may then be
able to entreat of you to render us
your full support in submitting
our case for the consideration of
the Chief Commissioners, as our
present obligations and responsi-
bilities will in a short time
lead to our ruin. —

7. — We beg to take this
opportunity of also submitting
an abstract statement of the
Arrack Revenue realized for
six months ending 30th September,
from which it will be seen that even
in this large undertaking, while we
have regularly paid Government
the minimum guarantee of Rs 2500
monthly, we are out of pocket of
Rupees 13,470-13-1 during the first
six months of the Contract.

Soliciting your kind support

We remain Sir
Your most obt^d servants
M. S. S.

15/10/55

1/1/19

Dear

The Abkari Rules.

Dated 27 October

Now 6 November

Subscribed Statements -

Showing that they are
working the present

23

To

COLONEL J. L. PEARSE,

Commissioner, Nundidroog Division.

HONORED SIR,

I beg to acknowledge the receipt of your Docket No. 554, dated 9th January 1879, forwarding for information copy of the Chief Commissioner's Proceedings No. ⁹⁰³⁶₁₇₈ of the 30th ultimo, accepting, on certain conditions, my resignation of the Toddy Contract of the Division; and requesting to be informed what date will be convenient to me to be released from my Contract.

2. In reply I beg most respectfully to submit the following particulars for the just and favorable consideration of the Chief Commissioner and yourself.

3. The Order of the Chief Commissioner is based on a letter forwarded by your honor, described as "No. 287, dated 12th December 1878," and as "recommending that in consideration of the loss suffered by me, I be permitted to resign my Toddy Contract from 1st February next, &c."

4. The reason assigned in your letter just referred to, is the *only* and *real* one which has led to my petitioning the Chief Commissioner on the 11th December 1878 (true copy is herewith sent marked A), setting forth the facts and circumstances connected with my case, and praying that I might be released from the responsibilities of the Contract: the same being a course provided for in the Contract agreements executed in former years. ✓

5. It is therefore with much consternation and deep distress that I now find, from the Chief Commissioner's Proceedings, that notwithstanding the facts set forth by me, (and which facts are within your honor's own knowledge and that of the Executive Revenue Officers of the Division), it should be ruled that the Contract was renewed to me "on exceptionally favorable terms" and that my "application, within the period of the first year, to be released from my engagement would seem to indicate that I am unwilling or unable to apply the necessary skill and care to the management of a large business," owing to which, your honor is required to exact from me, all the penalties "for the failure of a contract during its currency" and "to take due measures for obtaining security for any deficiency that may accrue on re-sale of the Contract for the remainder of the term, as well as for any arrears due."

6. With regard to the Contract having been renewed to me on exceptionally favorable terms, I would ask your honor to bear me out in the following facts :—

- 1.—Did not your honor and Mr. Ricketts, after putting up the Toddy of the Bangalore and Kolar Districts to auction sale, and obtaining bids amounting in all to Rupees 84,100 for the former and Rupees 43,430 for the latter District,

cancel these sales and get me to undertake the Contract for five years, viz., from 1873-74 to 1877-78 as follows :—

Bangalore District.....	Rs. 100,000	per annum.
Kolar District	„ 50,000	„
Tumkur District which yielded only Rs. 66,000 at the time.....	„ 70,000	„
Or in all, the whole Division for.....	Rs. 220,000	„
(exclusive of local cess) ?		

2.—Was not this enhanced sum an increase of Rs. 128,350 (besides local cess) or fully $13\frac{1}{4}$ per cent. over the revenue derived in the preceding years ?

3.—After ascertaining the actual market value of the Contract at public auction, would your honor and Mr. Ricketts have put such an increase of $13\frac{1}{4}$ per cent. on me, or would I have undertaken the responsibility, if the famine and mortality which have ravaged this Province could have been possibly foreseen ?

7. The results of the famine so seriously affected the Toddy revenue, that, after having suffered severe loss, I was compelled to ask the late Chief Commissioner, Mr. C. B. Saunders, c.B., to grant me a remission, but I never asked for an extension of the contract. It was Mr. Saunders himself who ruled, in about June 1877, when the famine had begun to be severe, “that I should pay up the full amount of khist by the end of March ensuing and have an extension of the Toddy Contract on the same terms as I then held it for three years.” And I addressed your honor a petition on the 10th December 1877, asking you so to represent my case to the Chief Commissioner as to lead to a reasonable remission for my actual losses up to March 1878, and with respect to the proposed extension of the Contract, “I left it to your honor to fix such terms as might be considered fair.”

8. The remission ultimately sanctioned was only 4 annas in the rupee for eighteen months, or in all, Rupees 86,801-8-0, which, it will be seen from clause 2. para 6. of this petition, was less by Rupees 41,548-8-0 of the increased sum for which I had taken the Contract for the five years ending March 1878.

9. The utter inadequacy of this remission will, I trust, be seen, when I submit that I have had to give remissions to my sub-renters alone, for the self-same period of eighteen months of famine and mortality, to the extent of Rs. 130,327-7-10 as per detailed Statement herewith submitted marked B. In addition to such remission so given by me, I have lost by deficiency of revenue during the eighteen months, Rupees 124,240-9-0 as per detailed Statement herewith submitted marked C. Thus my total losses for the eighteen months alone have been.....Rupees 254,568 0 10 and deducting the remission granted me of..... „ 86,801 8 0

I have actually lost.....Rupees 167,766 8 10

the truth of which I would respectfully ask may be tested in any way your honor thinks proper, if the least doubt on the subject be entertained.

10. Referring to the extension of the Contract I now hold, I ask your permission to refer to a few points. Major T. G. Clarke, when Officiating Commissioner of the Division in January 1878, sent me a Docket, No. 405, informing me “that the Chief Commissioner (Mr. Saunders) has intimated that I am not entitled to a renewal of the Toddy Contract, as I have failed to act up to the terms already offered to and accepted by me; and that as regards the remission applied

for by me, Mr. Saunders will be prepared to grant four annas in the rupee on the arrears amounting to Rupees 96,917, provided the balance is paid up at once and the khists due up to 31st March are paid regularly, less the amount of remission."

11. In reply, I submitted a petition to Major Clarke on the 8th January 1878, copy of which I beg to forward marked D, and pray for the careful perusal of the same. In it, I submitted with respect to the remission that your honor's recommendation of eight annas in the rupee on nine months khist was wholly inadequate and would not cover my actual losses; and with reference to the extension (as proposed by Mr. Saunders himself in June 1877) for three years on the same terms as I then held it, and with regard to which proposal I said that I left "myself entirely in the hands of the Chief Commissioner and was willing to consent to whatever his honor may consider fair and just" I submitted the following:—

" 25. And as to the extension of the Contract for three years, I respectfully assure your honor that I run a great and serious risk, in case the terms recommended by Colonel Pearse be sanctioned."

" 26. I further respectfully beg to suggest, (in case my statements are doubted) that your honor should, as a tentative measure, have the Kolar and Tumkur Districts put up to auction or tender; and continue the Bangalore District alone to me for five years on the same terms as I now hold it. I ask for the latter District solely to enable me to get in at least a portion of my large outstandings and to utilize my stock and fixtures. By this means I shall recoup myself partially for the loss of revenue I must sustain."

12. In reply to this petition, Major Clarke was pleased to write to me, letter No. 448, dated 29th January 1878, informing me "that the Chief Commissioner has, in his Order No. $\frac{9207}{R. 97}$ of the 24th January 1878 been pleased to renew the Toddy Contract to me for three years from 1st April next for the three Districts on the terms proposed by Colonel Pearse." The terms of renewal were further explained as "a reduction of $\frac{1}{5}$ th of the present contract amount including local cess for the 1st year, and $\frac{1}{4}$ th for the 2nd year, the full amount being demanded for the 3rd year." In other words, the renewal for three years was sanctioned on an average of $\frac{1}{4}$ th, per cent., or $6\frac{1}{4}$ per annum less than the highest amount of Toddy revenue ever realized during the most favorable times. ✓

13. I addressed Major Clarke, in answer to the foregoing letter on the 4th February 1879, and, with respect to the extension, stated as follows:—

"I only regret that in the face of the actual mortality which has occurred in the population, and other circumstances which I have already represented, the extension should have been restricted to a reduction of an average of $6\frac{1}{4}$ per cent. per annum on the former increased amount. But, trusting to a merciful Providence for good seasons and in a paternal Government which has supported me for the last sixteen years, I humbly beg to assent to the terms sanctioned by the Chief Commissioner and will continue to use my best exertions to fulfil my engagements."

14. From the 1st of April 1878, I have as heretofore faithfully and conscientiously used my best endeavours, but finding it impossible with all my experience and knowledge of the business, to realize such a revenue as the Government have imposed on me, I came to your honor several times, and finally was compelled to wait on Mr. Gordon, the Chief Commissioner, and begged of him to resume the Toddy Contract of the Kolar and Tumkur Districts. Mr. Gordon was pleased to say that if I gave up the Toddy Contract, I should do so for all three Districts. This led to my submitting a petition to Mr. Gordon on the 11th December 1878, submitting a true and faithful account of the revenue realized from 1st April to 30th September 1878, which showed a clear Loss of Rupees 42,891-11-10 for the six months; and praying that Mr. Gordon would, "on a consideration of my case, be pleased to release me from my responsibilities and send an order to your honor to remit the deficiency of revenue realized up to the present time, as well as the deficit which may arise till the contract is resumed." I now submit a Statement E. of the Toddy revenue actually realized for nine months viz., from 1st April to 31st December 1878, showing an actual loss of Rupees 68,923-7-8. ✓

15. As a Contractor of sixteen years standing and one who never failed in his engagements for a single day during that period until it had pleased the Almighty

to visit this Province with the dreadful famine and mortality which have denuded it of one-fifth of its population, (those who were swept away being principally composed of the toddy-drinking classes,) I was led to hope, in submitting my case to the Chief Commissioner, that it would be favorably considered and my prayer be granted. But I never for a single moment expected that I would be pronounced unwilling or incapable of carrying on the Toddy Contract, nor that I should be stigmatized as a Contractor who had failed to keep to any reasonable engagement, and therefore be mulcted in all the penalties of failure.

16. As a case in point, I beg I may be allowed respectfully to ask, is it want of will or capacity which has made the Toddy revenue fall in a neighbouring District? The Chittledroog District yielded a Toddy revenue, previous to the famine, of Rupees 123,000 per annum. Since April 1878 it is managed departmentally by Government, and yet Rupees 30,000 (inclusive of costs which have to be deducted) will not be realized for the present year. Is not this a convincing proof of the truth of my case in this Division, viz., that the mortality among the toddy-drinking classes has been so great, that it is simply impossible to realize now, and indeed for years to come, the revenue yielded previous to the famine and mortality? I would further solicit your careful perusal of Statement marked F, shewing the number of Toddy Shops in the three Districts before the famine, during the famine, and at the present time, *i. e.*, since the renewal of the present contract. Although I have used every possible exertion since the famine, yet, it has been impossible to reach the normal figures, by 977 shops out of 1,434 shops, which is in itself a sure and certain indication of the serious fall in the Toddy revenue.

17. Your honor has known me for several years. I have been the means of raising the Toddy revenue of the whole division, especially since your honor's time in 1868. I have, as already stated, always fulfilled my engagements. There has never been a single complaint against me from my sub-renters or others throughout the Division. I have been more liberal to my sub-renters than the Government has been to me. If in former prosperous seasons, I made profits, these I have returned to the Government and to the people in the shape of subscriptions and charities both private and public, as will be seen from the Statement G. herewith submitted. Mr. Gordon himself has done me the high honor of acknowledging my services. On the 1st January 1876, in the certificate he gave me by command of His Excellency the Viceroy and in the name of Her Most Gracious Majesty the Queen, Empress of India, he was pleased to record thus :—

“ You have rendered service to the State by many acts of charity and benevolence to your fellow-countrymen, and more especially by a recent munificent contribution to a proposed Hospital at Bangalore. I trust you may continue your laudable benevolence and that others may emulate your example.”

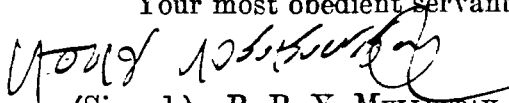
Since then, His Excellency the Viceroy has conferred on me the personal distinction of “ Rai Bahadoor.” After all this, while advanced in years and towards the close of my days, I humbly trust your honor and the Chief Commissioner will do me justice and neither disgrace me by attributing failure, or unwillingness, or want of skill and care to my conduct, nor ruin me by expecting me to realize and pay such a revenue from the Toddy Contract as the circumstances and condition of the country render utterly impossible.

18. In conclusion, I humbly solicit your honor will be pleased to submit my case for the favorable reconsideration of the Chief Commissioner with your just support.

I remain,

Honored Sir,

Your most obedient servant,


(Signed.) R. B. Y. MULLUPPAH CHETTY.

16th BANGALORE, }
16-January 1879. }

To

A

J. D. GORDON, Esq., C. S. I.,

CHIEF COMMISSIONER OF MYSORE,
BANGALORE.

The Petition of RAI BAHADOOR YELLAY MULLAPAH
CHETTY, Toddy Contractor of the Nundidroog
Division.

HUMBLY SHEWETH,

That in accordance with the orders of the late Chief Commissioner, Mr. C. B. Saunders, C.B., Your Petitioner undertook the renewal of the Toddy contract of the Bangalore, Kolar and Toomkoor Districts, comprising the Nundidroog Division, for three years, (viz.) from the 1st April 1878 to the 31st March 1881, at an average annual reduction of only one-sixteenth less than the high amount paid for the years previous to the recent famine.

2. That notwithstanding Your Petitioner's utmost exertions, he finds it utterly impossible to realize the revenue, as will be seen by the statement of accounts herewith submitted, a perusal of which will shew the heavy loss sustained by Your Petitioner up to the end of September last, or for a period of six months. The accounts for October and November have not as yet been all received, but those which have come to hand, shew similar results. The accuracy of the above accounts can be ascertained by referring the same, for scrutiny, to the respective District authorities.

3. That on the 2nd November last, Your Petitioner addressed Colonel J. L. Pearse, Commissioner of the Division, submitting the above statement of accounts, when that officer was pleased to say that the accounts would be sent to the Districts, answers obtained therefrom, and the matter would be considered; but, nothing definite has been done up to date, owing to which, Your Petitioner's liabilities are increasing daily and he is being reduced to a position in which he must become involved in trouble with Government.

4. That as the only alternative left to Your Petitioner, he waited on Your Honor and represented that the loss hitherto sustained in the Bangalore District alone might be made up hereafter; and that excepting this District, the Toddy contract of the remaining two Districts of Kolar and Toomkoor should be resumed by Government. Your Honor was however pleased to say that if Your Petitioner gave up the Toddy contract, he should do so for all three Districts. Your Petitioner respectfully submits that he has no objection whatever to carry out Your Honor's view in this matter.

5. That Your Petitioner humbly prays you will, on a consideration of his case, be pleased to release him from these responsibilities and send an order to the Commissioner of the Division to remit the deficiency of revenue realized up to the present time, as well as, the deficit which may arise till the contract is resumed.

6. That should Your Petitioner's case be not viewed favorably and his prayer be not complied with, he must be reduced to poverty and be entirely ruined.

7. That from the time Your Petitioner has been engaged in the Toddy contract up to the present time, the outstandings due to him by subrenters, amount to Rupees 2,70,000, to recover which, several decrees have been obtained through the Courts, but, in attempting to execute such decrees, even the costs incurred in obtaining them have not been realizable from the Judgment-debtors.

8. That Your Petitioner's plant alone, for the conduct of the Toddy business, such as carts and casks, exceed Rupees 20,000 in value, besides buildings to the extent of not less than Rupees 10,000.

9. That in the Kolar District, there were a few Date topes in the Goribednoor and Goodabunda Talooks, of which, in the construction of the Gadaray tank in the Goribednoor Talook about 7 or 8,000 Date trees have been cut down, and for the cultivation of the lands below that tank, the Deputy Commissioner has now ordered about 13,000 more Date trees to be cut down.

9. That Your Petitioner would respectfully submit that such wholesale destruction of Date Groves, in addition to existing difficulties, must necessarily render it impossible to realize the Toddy revenue.

10. That in the remaining Talooks of the Kolar District, (viz.) Kolar, Maloor, Moolbagle, Srinivassapoor, Goomanikenapollum, Baitmungalum, and Silghut, also in the Toomkoor and Kudba Talooks of the Toomkoor District, as well as, in the Anikul, Devanhulli, Ooscottah, Doda Bullapoor and Nellavungal Talooks of the Bangalore District, or in all, in 14 Talooks, there are no Date trees at all.

11. That from the severe famine which has prevailed throughout the Division and the great mortality among the Pariahs, Chucklers and other low castes who are the consumers of Toddy, the Toddy revenue has fallen off very extensively.

12. That under the above facts and circumstances, Your Petitioner leaves his case in Your Honor's hands, with the humble confidence that Your Honor will do an old contractor and a faithful and loyal subject that justice which you may deem he merits.

And Your Petitioner shall EVER PRAY.

11 Dec 1878

(S) R. B. Y. Mullappah Chetty

a true copy

11 Dec 1878

*Abstract Statement of Toddy Revenue realized in the Nundidroog Division of Khists and Local Cess payable for that period and profit or Loss sustained, from
1st April to 30th September 1878.*

Names of Districts.	Months.															REMARKS.
	Gross Revenue.			Costs incurred.			Balance of actual Revenue.			Government Khists and local Cess.			Profit and Loss.			
	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Profit.	Loss.		
Bangalore Kolar Toomkoor	Rs. 14,188 2,497 4,690	A. 3 13 6	P. 5 1 4	Rs. 5,338 800 2,071	A. 14 8 6	P. 8 7 6	Rs. 8,849 1,697 2,618	A. 4 4 15	P. 9 6 10	Rs. 7,121 3,750 5,353	A. 8 3 5	P. 8 8 8	Rs. 1,727	A. 12	P. 1	
	21,376	6	10	8,210	13	9	13,165	9	1	+16,225	2	0	1,727	12	1	
Bangalore Kolar Toomkoor	11,979 2,108 4,045	13 3 14	6 3 10	4,602 730 2,028	6 2 5	10 8 3	7,377 1,378 2,017	6 0 9	8 7 7	7,121 3,750 5,353	8 3 5	8 8 8	255	14	0	
	18,133	15	7	7,360	14	9	10,773	0	10	16,225	0	2	255	14	0	
Bangalore Kolar Toomkoor	9,741 1,905 3,559	12 8 9	0 8 1	4,200 610 1,771	2 4 8	10 5 10	5,541 1,295 1,788	9 4 0	2 3 3	7,121 3,750 5,353	8 3 5	8 8 8	..... ..... .....	..... ..... .....	1,579 2,454 3,565	
	15,206	13	9	6,582	0	1	8,624	13	8	16,225	2	0	.....	.....	7,600	
Bangalore Kolar Toomkoor	8,920 2,247 3,557	13 5 2	2 1 4	3,443 708 1,860	0 1 11	9 9 0	5,477 1,339 1,696	12 3 7	5 4 4	7,121 3,750 5,353	8 3 5	8 8 8	..... ..... .....	..... ..... .....	1,643 2,211 3,666	
	14,725	4	7	6,011	13	6	8,713	7	1	16,225	2	0	.....	.....	7,511	
Bangalore Kolar Toomkoor	8,217 1,869 2,953	2 6 13	1 0 11	3,074 654 1,946	13 3 3	3 5 7	5,142 1,215 1,007	4 2 10	10 7 4	7,121 3,750 5,353	8 3 5	8 8 8	..... ..... .....	..... ..... .....	1,979 2,535 4,345	
	13,040	6	0	5,675	4	3	7,365	1	9	16,225	2	0	.....	.....	8,860	
Bangalore Kolar Toomkoor	7,198 1,714 2,269	2 15 10	9 11 6	3,007 615 1,742	12 2 14	5 4 8	4,190 1,099 526	6 13 11	4 7 10	7,121 3,750 5,353	8 3 5	8 8 8	..... ..... .....	..... ..... .....	2,931 2,650 4,826	
	11,182	13	2	5,365	13	5	5,816	15	9	16,225	2	0	.....	.....	10,408	
Bangalore Kolar Toomkoor	60,245 12,343 21,076	14 4 9	11 0 0	23,667 4,118 11,421	2 7 1	9 2 10	36,578 8,224 9,655	12 12 7	2 10 2	42,729 22,201 32,120	4 6 2	0 0 0	..... ..... .....	..... ..... .....	6,150 14,276 22,464	
Total for 6 months.	*93,665	11	11	39,206	11	9	54,459	0	2	97,350	12	0	.....	.....	42,891	

Of this "Gross Revenue" the out-standings remaining uncollected are as follow :—

Bangalore District...Rs. 3,600-15-2
Kolar District " " 1,564-14-11
Toomkoor District... " 1,392-13-7

Total Rs. 6,558-11-8

The Khist payable for the first year 1878-79 is 2/16ths less than the full amount of previous years, the Khist for the second year is 1/16th less and the Khist for the third year is without any deduction. This gives the average of 1/16th less for the three years.

a true copy.

1902/10/15/2000

* Of this "Gross Revenue" the out-standings remaining uncollected are as follow:—

Bangalore District...Rs. 3,600-15-2
Kolar District " " 1,564-14-11
Toomkooor District... " 1,392-13-7

Total Rs. 6,558-11-8

The Khist payable for the first year 1878-79 is 2/16ths less than the full amount of previous years, the Khist for the second year is 1/16th less and the Khist for the third year is without any deduction. This gives the average of 1/16th less for the three years.

a true copy.
1879/10/15/5000
[Signature]

B.

Statement shewing remission granted to Subrenters of the Nundidroog Division Toddy Contract for the Famine Period of 18 months, beginning 1st October 1876 and ending 31st March 1878, by B. R. Yellay Mullappah Chetty, Toddy Contractor of the said Division.

Nos.	LOCALITIES.	NAMES OF SUBRENTERS.			
			RS.	A.	P.
1	Kankanhullee Talook	Sundry Toddy shops	7020	13	6
2	Magady & Nellavungal Talook.	Mullappah	2756	12	9
3	Bangalore Talook Harohully	Koandah	86	3	0
4	Anikul Talook, Surjapoor	Mooneah	395	2	0
5	Do. Bagoor	Mooneah	436	4	0
6	Bangalore Talook, Avalahulli.	Guroovah	80	12	0
7	Do. Bunnargutta	Mooneah and Timmiah	100	0	0
8	Do. Banawar	Ahshegah	20	0	0
9	Kolar, Moolwagle and Bait- mungala Talooks	Chendrashakriah and Ahs- hana	3143	8	2
10	Kolar Talook	Chik Ahshana	177	0	0
11	Moolwagle Talook	Sundry Toddy shops	530	12	4
12	Srinivaspoor and Umbajee- droog Talooks	Vencataramiah	2467	2	1
13	Ditto	Sundry Toddy shops	153	14	1
14	Baitmungala Talook	Bowring petta Rungiah and Papiah	190	0	0
15	Malloor Talook	Soobramaniah	79	0	0
16	Coonghul Talook	Seetaluppah	9544	14	8
17	Toorvaykerray	Chennuppah	2475	0	0
18	Honawully	Chikkunna Chetty	3378	5	8
19	Gorobednoor, Goodabunday Chik Bullapoor, Dodbulla- poor, Bagaynahullee Sil- ghut, Davenhully, Oscot- tah, Koratagere Muddi- gherry and Seerah, in all 11, Talooks..	Hooleekoontay Roodriah	96,049	15	7
20	Closepett and Chennapatam Talooks	Gooroosiddunnah and Soo- bunnah	1242	0	0
Total Rupees			1,30,327	7	10

Not a valid signature

30

C.

Statement shewing the Net Toddy Revenue realized, Government kists including Local Cess, and Profit and Loss, from 1st October 1876 to 31st March 1878, or, for the Famine Period of 18 months.

Districts.	Net Toddy Revenue (including Outstandings).			Government Khist, including Local Cess.			Profit and Loss.					
							Profit.			Loss.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Bangalore ...	145,008	2	6	157,031	4	0	.....			12,023	1	6
Kolar ...	27,560	9	6	77,929	11	0	.....			50,369	1	6
Toomkoor ...	48,277	10	7	110,126	1	0	.....			61,848	6	5
Total...	220,846	6	7	345,087	0	0	.....			124,240	9	5

1/10/1905

D

BANGALORE, 8th January 1878.

To

*Major Tredway G. Clarke,**Officiating Commissioner of the**Nundidroog Division,**Bangalore.*

HONORED SIR,

I beg to acknowledge the receipt of your docket No. 405, dated January 1878, (which came to hand on the 5th Instant) informing me, that the Chief Commissioner has intimated that I am not entitled to a renewal of the Toddy Contract, as I have failed to act up to the terms already offered to, and accepted by, me; and that, as regards the remission applied for by me, Mr. Saunders will be prepared to grant four annas in the rupee on the arrears amounting to Rupees 96,917, provided the balance is paid up at once and the Khists due up to 31st March are paid regularly, less the amount of remission.

2. After having been a Contractor for more than fifteen years and after having, during that time, never once failed in keeping to my numerous engagements with the Government, it is deeply grievous to my feelings that I should now, for the first time, be charged with having failed to act up to the terms already offered to, and accepted by, me.

3. I therefore most respectfully solicit your just and favorable consideration of the following facts.

4. In 1862, when tenders were called for by the then Superintendent of the Bangalore Division (consisting of the Bangalore and Kolar Districts), the highest tender, excepting mine, was Rupees 17,75,000, for five years, inclusive of Arrack, Toddy, Opium and Ganjah. My tender (in Mr. Mergler's and my names) was for Rupees 20,20,000, which was accepted.

5. In six months after the contract had been given, I received a notice that it would be cancelled at the end of a year, in consequence of Mr. Bowring's determination to introduce the Sudder Distillery system into this Province for the sale of Arrack.

6. Notwithstanding this unlooked for disturbance of the arrangements already made between myself and my subrenters, the Government wished me, after such notice, to continue for a further period of six months beyond the one year, paying at the same enhanced rate. I conformed thereto.

7. The sale of Arrack having been placed under the Sudder Distillery system from the 1st April 1864, not only was the Contract of Toddy, Opium and Ganjah continued to me for three years, viz., from 1864-65 to 1866-67 at Rupees 1,08,818-2-7 per annum; but I was also allowed to build the Sudder Distillery enclosure at my own expense and, solely, to carry out the new system for two years, at the end of which time, I gave up the Distillery enclosure, as requested, to Government, and other Distillers were admitted in like manner as myself into the enclosure.

8. As, during 1866, the country was visited with famine and I had sustained loss, Mr. Saunders being then Chief Commissioner, (on the recommendation of Colonel Dobbs) was pleased to sanction that the Toddy Contract be extended to me on the same terms for two years longer, viz., for 1867-68 and 1868-69. The Contract Bond for the renewal was drafted by Major Hill, Deputy Superintendent of the Bangalore District; the stamp paper for the same was furnished by me; but on the eve of my executing the Contract Bond, some persons came forward and tendered a higher sum for the Contract. On that very day, Colonel Dobbs, the Superintendent of the Division was succeeded by Colonel Pearse and your honor succeeded Colonel (then Captain) Hay as Secretary. Notwithstanding that the Chief Commissioner had already sanctioned the renewal to me for the same amount as the preceding three years; and notwithstanding that such sanction had been carried out even to the writing out of the Contract Bond, yet Colonel Pearse insisted on my increasing the rental by Rupees 37,500 for the two years, and I consented thereto.

E.

Abstract Statement of Toddy Revenue realized in the Nundidroog Division of Khists and Local Cess payable for that period and profit or Loss sustained, from 1st October to 31st December 1878.

Months.	NAMES OF DISTRICTS.										Government Khists and local Cess.	PROFIT AND LOSS.						REMARKS.
		Gross Revenue.			Costs incurred.			Balance of actual Revenue.				Profit.			Loss.			
October 1878.	Bangalore	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	* As per detailed statement already furnished with Petition of 11th Dec. 1878, to chief Commissioner. † From 1st. April to 31st. December 1878.	
	Kolar	6,671	2	11	2,753	7	10	3,917	11	1	7,121	8	8	.....	3,203	13		7
	Toomkoor	1,659	15	4	562	12	11	1,097	2	5	3,750	3	8	.....	2,653	1		3
		2,458	13	8	1,667	11	1	791	2	7	5,353	5	8	.....	4,562	3		1
		10,789	15	11	4,983	15	10	5,806	0	1	16,225	2	0	.....	10,419	1		11
Nov. 1878.	Bangalore	7,272	1	10	2,560	2	4	4,711	15	6	7,121	8	8	.....	2,409	9		2
	Kolar	2,374	4	7	698	8	4	1,675	12	3	3,750	3	8	.....	2,074	7		5
	Toomkoor	3,223	9	0	1,804	5	6	1,419	3	6	5,353	5	8	.....	3,934	2		2
		12,869	15	5	5,063	0	2	7,806	15	3	16,225	2	0	.....	8,418	2		9
Dec. 1878.	Bangalore	8,248	1	4	3,300	8	1	4,947	9	3	7,121	8	8	.....	2,173	15		5
	Kolar	3,013	12	0	8,013	3	2	2,200	8	10	3,750	3	8	.....	1,549	10		10
	Toomkoor	3,777	11	0	1,895	2	3	1,882	8	9	5,353	5	8	.....	3,470	12		11
		15,039	8	4	6,008	13	6	9,030	10	10	16,225	2	0	.....	7,194	7		2
* From 1st Apl. to 30th Sept.	Bangalore	60,245	14	11	23,667	2	9	36,578	12	2	42,729	4	0	.....	6,150	7		10
	Kolar	12,343	4	0	4,118	7	2	8,224	12	10	22,501	6	0	.....	14,276	9		2
	Toomkoor	21,076	9	0	11,421	1	10	9,655	7	2	32,120	2	0	.....	22,464	10	10	
	Total...	93,665	11	11	39,206	11	9	54,459	0	2	97,350	12	0	.....	42,891	11	10	
† For 9 months viz.	Bangalore	82,437	5	0	32,281	5	0	50,156	0	0	64,093	14	0	.....	13,937	14	0	
	Kolar	19,391	3	11	6,192	15	7	13,198	4	4	33,752	1	0	.....	20,553	12	8	
	Toomkoor	30,536	10	8	16,788	4	8	13,748	6	0	48,180	3	0	.....	34,431	13	0	
	Grand Total Rs...	132,365	3	7	55,262	9	3	77,102	10	4	146,026	2	0	.....	68,923	7	8	

* As per detailed statement already furnished with Petition of 11th Dec. 1878, to chief Commissioner.

† From 1st. April to 31st. December 1878.

Noted & signed

F.

Statement shewing the Number of Toddy Shops previous to the Famine, during the Famine and at the present time, in the three Districts composing the Nundidroog Division.

Districts.	NAMES OF TALOOKS.	TODDY SHOPS.			
		Before the Famine.	During the Famine.	Open at the present time.	Now closed.
Bangalore District.	Bangalore	35	23	26	9
	Closepett	94	24	29	65
	Magadi	68	25	22	46
	Nellavungala	26	10	5	21
	Dodabullapoor	21	12	11	10
	Davenhullee	22	3	5	17
	Oscottah	20	...	3	17
	Anikul	23	10	6	17
	Konkonhullee	92	62	28	64
	TOTAL...	401	169	135	266
Kolar District.	Kolar	52	4	4	48
	Moolwagle	90	15	25	65
	Baitmungala	70	3	5	65
	Malloor	9	3	3	6
	Srinivaspoor	43	8	5	38
	Silghut	27	...	4	23
	Chikbullapoor	26	5	11	15
	Goomnaikenpalliah	38	...	13	25
	Goodabunday	47	20	22	25
	Goribednoor	74	40	19	55
	TOTAL...	476	98	111	365
Tumkur District.	Toomkoor	49	10	15	34
	Kudduba	58	6	24	34
	Chiknaikenhulli	29	8	13	16
	Honavully	52	20	11	41
	Coonghul	85	40	41	44
	Koratagere	55	25	24	31
	Muddigherry	127	25	60	67
	Seerah	102	20	23	79
	TOTAL...	557	154	211	346
GRAND TOTAL...		1,434	421	457	977

11/10/1905

G.

Charities and Contributions from 1862 to 1878.

Districts.	Talooks.	Localities.	In what year.	Description of Charities and Contributions.	Costs.
					Rs.
Kolar.	Baitmungala ...	Bowringpett ...	1868	Moosafurkhana, built for the convenience of Travellers, at Mr. Bowring's request ...	15,000
	Kolar ...	Nundumballi ...	1875 to 1877	Construction of a Tank in the Jodi land given for the maintenance of the above Chutrum...	9,000
	Goodibunda ...	Goribednoor ...	1868 to 1870	Construction of a new highroad fit for Carts and Passengers from Goodibunda to Goribednoor.	5,000
	Goribednoor ...	Soobroyanahuttee ...	1871	Moosafurkhana, built for the convenience of Travellers ...	500
Bangalore.	Bangalore ...	Juksundra ...	1874 to 1878	Rebuilding, enlarging and improving, the Kada Mullaishwaraswamy temple and well, for the convenience of all Hindoos in the Town and Cantonment ...	12,000
	Magadi ...	Cusbah ...	1875-76	Given to Mr. Ricketts, Deputy Commissioner, for making wells and roads ...	1,000
	Bangalore ...	Pettah ...	1877	Given to the Chief Commissioner towards erecting a Lying-in Hospital. ...	15,000
	Do. ...	Cantonment ...	1877	Donation and Subscription to Famine Relief Fund ...	1,200
	Closepett ...	Jalamungala ...	1868-69	Improving and enlarging Road from Jalamungala to Sondergerray Hooleoordroog Taluk ...	1,500
	Bangalore ...	Pettah ...	1874	Purchase of a house for Boys' School ...	2,000
	Do. ...	Do. ...	1876-77	Feeding destitute and famished persons in numbers of from 2 to 3,000 daily ...	43,000
	Do. ...	Do. ...	1864 to 1878	For consummation of 15 marriages of poor people of the Sivachar caste ...	5,000
	Oscottah ...	Domasundra ...	1876-77	Towards construction of a Tank as a Famine Relief Work ...	6,000
	Magadi ...	Cusbah ...	1865	Repairing and improving the Juddaydayvaroo Mutt ...	1,000
	Bangalore ...	Pettah ...	1862 to 1878	Given in charity to poor people for seventeen years in average sums of Rs. 250 per month...	51,000
Toom- koor.	Toomkoor ...	Cusbah ...	1878	Given to Captain E. S. Ludlow for furnishing the famine-stricken with Cumblies	200
Kadoor.	Chickmoogloor ...	Bababooden Hill ...	1874	Repairing the Nirvahna Seddalingayshwarswamy temple ...	2,000
				Rupees.....	170,400

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No 8056 of 30th Dec^r 1878
155

Trans. from by Capt
Duff

8/30th December 1878

Letter No. 287 of 12th December
1878 from the Comm^d of the
Caudydrop Division recom-
=mending that in considera-
=tion of the loss suffered by
Rai Bahadur Yelli allappa-
=rah Chetty, he be permitted
to resign his Toddy Contract
from 1st February next &c.

Order thereon:-

The Chief Comm^d ob-
=served that the Contract
was renewed to Rai Baha-
=dur allappa Chetty on
exceptionally favorable terms
and his application within
the period of the first year
to be released from his en-
=agements would seem to
indicate that the Contract
is unwilling or unable to
apply the necessary skill
and care to the management
of a large business. The
Chief Comm^d will not in-
=sist on his retaining the
Contract however, but it
must be obvious that all

✓ 72/52

The penalties will be exacted for the failure of a Contract during its currency. It will be necessary therefore, that the Command should take due measures for obtaining security for any deficiency that may accrue on resale of the Contract for the remainder of the term, as well as for any arrears due, the amount of which up to date has not been reported.

Dated 30th Dec^r 78
Lieut^{nt} - 2nd ✓

No 5056
155

2. A draft Notification for resale of the Contract from 1st February or 1st March as may seem most convenient should be submitted for approval without delay.

19/12
Secretary

To

The Command of the
Muddyroo Division

Rev

ARR

Submits a Plebeian from
N. H. Y. McClellan (Quincy
Coastal) —
To D. H. H.

56 Mundydroog Division
No 314 R. Commissioner's Office
Bangalore 17th January 1899

To
The Secretary to the
Chief Commissioner of
Mysore.

Sir,

As the enclosed represents
:tation from Rai Bahadur Gellu
Mullappa Chetty has been
addressed to me, I think it
right to transmit it for the
Chief Commissioner's considera-
:tion, though I am on the point
of giving over charge of the
Division.

2. I shall in no way
attempt to support Mullappa
Chetty's request for consideration
by argument, as it is evident
from the Order of the 30th ultimo,
that my view of this man's
present position, is not altogether
in

in accordance with that of the
Local Government. I will there-
fore merely add that his
statements are, as far as I
know, accurately correct, and
I think him worthy of every
consideration now, though he
formerly I was the particular
Executive Officer, who for years,
by every legitimate means
available, endeavoured to get
from him the highest Revenue
out of this source of income.
This is proved by the fact,
that the Toddy Revenue of the
Division was only Rs. 19014.2.7
in 1866, and when I renewed
it to this man on the last
occasion the Revenue was fixed
at Rs. 212,833.5.4 per Annum,
exclusive of Local Cess, for the
three Districts - two Annamites

the Rupee for 1878:79 and one Anna
for 1879:80 remitted on account
of the Famine -

3. I mention this because
I think a maximum Revenue
for prosperous years was then
attained, and also because
I do not think it the wish
of Mr. Gordon to deal harshly
with an unusually charitable
liberal-minded Native of the
Province, who may thereby be
well nigh ruined, and who
has acted honestly towards
Government (with advantage
to himself, I admit) for years
past, and who would I am
certain have gone on doing
honest work for Government,
had it not been for the unfore-
seen calamity which has swept
away so large a percentage
of the particular classes of the

the Population, from whom this Revenue was derived.

4. The closing of 977 Shops out of a total of 1434 is a fact which speaks for itself, and it has been a matter of surprise to me that the Contractor has managed to realise as much Revenue as his figures show during the last few months.

5. I have written this because I am decidedly of opinion that Government will find it no easy matter if Muriappa is crippled in resources, or withdraws from the concern, to replace him by a man equally reliable -

I have the honor to be,

Sir
Your Most Obedt. Servant,

W. H. M.

Comd.

1879. No 163

From

Comr;
Handy droog Dr

Dated

25th Jan'y

Despatched

Received

25th Jan'y

Enclosures No. 1

General No.

9064

No.

170

Passing Orders
on the petition of Rai
Bahadur Y. Mulla
put Chetty relative
to the Taddy Comr;
Tract of the Handy
droog Dr. —

General No 9064
B. " 170

Dated 25th January 1879

Letter no 314 of the 17th January 1879 from the Commr; Wandiwashy District, submitting a petition from R. B. Y. Mullaappa Chetty praying for a reconsideration of the Chaffour's order No 8056 of the 30th ult^{mo}, in connection with the Laddy Contract of the Wandiwashy District.

Order thereon— The Chaffour is unable to concur in the opinion of the late Commr Col. Pearce that the Laddy Revenue of the Wandiwashy District had attained, before the Famine, to anything like a fair maximum, having regard to the increase derived from this source of revenue.

that it will afford an exceedingly bad precedent, and will tend to encourage a very lax system, if the renter be now allowed to throw off at his pleasure, the responsibilities of a contract formerly entered into by him.

6. Under all the circumstances of the case, however, Mr. Gordon will not object in this instance, as a special case, to allow the renter to resign his contract at the end of the current off-year, on the following conditions only -

1. That he shall pay up the full amount of his rent up to the date of such relinquishment.
2. That he shall not be allowed to bid for the

Contract at its resale
3. That he signify in
writing before the end
of the current month
(January) his intention
to relinquish the Contract
on these conditions, so
as to allow two full
months time for giving
sufficient publicity of,
and making the necessa-
ry arrangements for the
resale of the Contract.

7. The Offg Commr of the
Haudiroog D^e is requested
to communicate at
once to the renter the
above orders, and to
send for him and explain
to him distinctly that
further concessions can
not be allowed. Sh^d
he then intimate within
the time fixed, his wish
to

The widest publicity should be given throughout the Province, and a notice of resale of a clear month at least.

The "Hq. Commr" should report the measures which he proposes to adopt to ensure a fair & satisfactory sale.

(It will be well to cancel formally the order of 30th Dec^r last passed by the Secy in my absence)

For Office.

[an alteration is made in the petition to the Toddy revenue of the Chitaldroog District being held under 'aman' - This must lead to loss.

Early arrangements should be made for

104

24/1

Giving it in contract.

Papers should be put up to show the conditions under which Toddy & arach Revenue of Chitaldroog and of Nagas Dewⁿ are now managed.]

104

24/1

I am unable to concur in the opinion of the late Commr^r Colonel Pearce that the Toddy revenue of the Hundredroog Division had attained, before the Famine, to anything like a fair maximum, having regard to the increase derived from this source of revenue in other divisions of the Province.

The renter was recently granted considerable remissions, and further obtained the extension of his contract on somewhat reduced terms to the exclusion of other applicants, as a special concession, after full consideration of the circumstances of the Famine, so that it is simply preposterous on his part to advance again, so shortly after, claims to further consideration.

I cannot but regret that any countenance should have been given

to this application, and
specially that any inquiry
should have been institu-
ted, as has been done with-
out sanction, into his
alleged losses. Such in-
quiry is opposed to the
terms of the contract, &
is calculated to raise
false expectations in the
renters mind.

No reliance can be
placed on the general
reports of the Amildar
in respect to such losses.
Moreover they must be
estimated on the aggregate
results of the three districts
comprised within the
lease. ^{Yet} no report has been
called for from Bangalore,
admittedly the most favor-
able of the 3 Districts -

without discrediting
the renters statement of
losses. I think that it
will afford an exceed-
ingly bad precedent

and will tend to encourage a very lax system, if the renter be now allowed to throw off at his pleasure the responsibilities of a contract formerly entered into by him.

Under all the circumstances of the case, however, I will not object in this instance as a special case to allow the renter to resign his contract at the end of the current official year on the following conditions only -

1. That he shall pay up ^{his} the full amount of ~~such~~ rent up to the date of such relinquishment.
2. That he shall not be allowed to bid for the contract at its resale.
3. That he signify in writing before the end of the current month (January) his inten-

time to relinquish the contract on these conditions, so as to allow two full months time for getting sufficient publicity of, and making the necessary arrangements for, the resale of the contract.

Yellai Mullaappa Chella

To d.d. Contract

The Offg Commr of the Muddidroog Division is requested to communicate at once to the renter the above orders, and to send for him and explain to him distinctly that further incursions cannot be allowed. Should he then intimate within the time fixed, his wish to resign the contract, the Offg Commr should at once adopt steps for the resale of the contract by open competition for the next two years. It will be desirable that this should be done separately by Districts as elsewhere in the Province.

44-38861-100
 1-18-77
 Date
 Des

Mr. J. Charles has con-
not a proviso binding
the contractor to supply
the Govt bakers, but
retained the lower rate
at which bakers are to
be supplied. The natural
consequence will be the
contractors will never
supply bakers direct
The Govt rate maybe ex-
punged also.

7/2

*Secretary to Chief Commissioner,
General Department.*

~~Dated February 1879~~
~~Despatched~~
~~Received~~

ENCLOSURES NO 2

General No. 375 } 1875-76
No. 375 }

~~2681~~ 2681
~~9064~~ 9064
~~170~~ 170
 2681 2681
 9064 9064
 170 170
 2681 2681
 9064 9064
 170 170

Reported that George
Hoyden & J. H. Hall
intended to discontinue
the early contract from
the 1st March next and
demand for approval
draft legislation in-
viting tenders for the
lease of the contract.

Submitted.

If this is to appear
in the Gazette tomorrow
it shd go at once to press

There are only 2 points
(beside Mallappa Chetty's

Munddroog division
Commissioner's Office
No 325-R. Bangalore 6 February 1879.

To
The Secretary to the
Chief Commissioner
of Mysore.

Sir,

Messrs Meyerler and Rai Bahadur Golla Muttappa Chetty having in their letter to my address dated 31st March of here with submitted in original, presented to relinquish their contract with Government for the monopoly of the sale of Saddy in the Munddroog division on the conditions prescribed in para 6 of the Chief Commissioner's Proceedings No 2054 dated 25th January 1879, with effect from the 31st March next, I have the honor to enclose drafts of a Notification inviting tenders

for the issue of the Saddy and
in the several districts
of this division separately
and he request that if approved
the Certification may be published
at in the evening issue of the
Lancet Gazette.

2. In the form of Contract Bond
which is in use a proviso requiring
the contractor to supply
Saddy to "the Government Bakery"
is inserted. This provision seems
absolutely unnecessary in a
case like Bangalore in which
Bakers can make their own arrange-
ments for supply of Saddy. I have
therefore omitted the provision in
the present draft.

I have the honor to be,
Sir,

Dear Sir,
Very truly
Yours,
W. H. D. D. D.

The notifications and agreements relating to Arrack & Toddy Contract seem to require careful examination in view to their being drawn up on one uniform plan.

For this there is just at present no time.

The Notification received from the Mundidroog Division in regard to the sale of the Toddy contract will be at once published in an Extra Gazette with the following alterations.

as the notification now stands the deposit of 1000/-^{R.} the only penalty which the tenderer would be liable in case of he should withdraw from his tender at any time within the ten days provided for the C.C. auction, the 8 days afterwards allowed for the full deposit, & perhaps the further 5 days allowed

Clause I. "and any losses which may result in the resale of the contract".

The wording of Clause VIII of the conditions should be altered so as to allow Toddy trees being removed without claims to compensation from occupied or arable lands requiring to be brought under cultivation, in unsurveyed as well as in surveyed Talooks.

In clause XII the maximum prices at which toddy may be sold should be specified, as well as the minimum prices, or the maximum prices alone - whatever the usual course may have been before the comparatively recent order removing the limit of a maximum price.

This order must be cancelled as regards all future contracts

62

in the Province . .

The special provision for the supply of Toddy to Melghat Bakery may be left out under the ^{ce} brought to notice by the Comm^r. The lower ^a ^{maximum} rate of prices for Toddy supplied to bakers must be ~~estimated~~ . fixed

The date for receiving Tenders may be altered to 5th March to allow of sufficient notice to intending bidders.

The Offg Comm^r should inform Mess^{rs} Murgar & Rai Bahadoor Muthappa Chetti, in reply to their petitions, that their petition was allowed to give up their contract was an indulgence, and that it was clear that they could only be permitted to

do so, on their allowing
sufficient time for the
Govt. to arrange for its
resale. To exclude a con-
tractor who throws up his
contract before the expiry
of the bidding at its resale
is not intended, ^{to cast,} and does
not indeed cast, any
stigma upon him - It
is a sound and necessary
condition which should
in the Govt. interests unvari-
ably attach to the throw-
ing up of contracts.

Under the exceptional
circ^{es} of the present case
I will not object, as a
special case, to allow
these contractors to bid
at the resale, ~~should~~
~~the Government~~
~~decide to do so~~
But this is on no
account to be regarded
as a precedent for

I cannot recognize the claim which the Pet^r make in para 14 to be paid by the new contractor for their "buildings & appliances" whatever these may be. Such conditions cannot be inserted by the Pet^r, the Pet^r must make such terms as they can with the new Contractor tho' I shall write the Comm^r to give them such reasonable assistance in making this arrangement as may be in his power.

departure in future from the condition referred to which should be widely made known. -
Measures should be at once adopted for the recovery of any arrears due by the old Contractor.

176

65

LIEUTENANT-COLONEL TREDWAY G. CLARKE,
OFFICIATING COMMISSIONER,
NUNDYDROOG DIVISION,
BANGALORE

SIR,

We beg to acknowledge the receipt of your docket No. 604, dated 27th January 1879, forwarding extract from the Chief Commissioner's Proceedings of the 25th idem, No. 9068/173, and intimating that if we intend to relinquish the contract on the terms stated by the Chief Commissioner, to signify the same in writing on or before the 31st instant. In reply, we respectfully beg to submit the following particulars for the just and favourable consideration of the Chief Commissioner and yourself.

2. We are old contractors; now of seventeen years' standing. During this time, under successive Superintendents and Commissioners, we have, year after year, raised the Toddy Revenue; we have never failed in any of our engagements; not a single complaint against us of oppressing our Sub-renters or the Redgars has ever been made against us; and every officer of the Government has borne testimony to our having given satisfaction. These are all facts.

3. It was not until it had pleased the Almighty to visit this Province with the recent terrible famine and to sweep away one-fourth of the population, comprising mostly of the lower and labouring classes (as evidenced by the utter extinction of 977 out of 1434, or 68 per cent of toddy shops), that we were compelled to approach the Government with representations of our uncontrollable troubles and of the actual state of affairs. We have, in every instance and in the most minute details adhered to the truth and nothing but the truth. Our statements have been tested to some extent, and the Executive officers, as well as, the Commissioner, of the Division have admitted their truthfulness. We have never been guilty of any deception or any underhanded attempt to inflict loss on the Government; but have acted as honest men, who in common with all other farmers of the public revenue, have been made to suffer by the visitation of Heaven; and who, in common with all other ryots, claim to be saved by Government from ruin and utter destruction.

4. We have already submitted, in our printed petition of the 16th January 1879, that the remission granted by Mr. Saunders was totally inadequate; that the remissions we have given our sub-renters exceed that granted to us by 53 per cent; that we never asked for the extension of the contract, which was made one of the conditions by Mr. Saunders himself at Colonel Pearse's recommendation, but which was continued at only a reduction of 6½ per cent of the normal highest revenue ever realized: and that the present condition and circumstances of the country will not possibly allow such an amount of revenue to be realized. We have at the same time furnished truthful accounts of actual realizations and prayed that these accounts might be tested, if at all considered doubtful.

5. Every Revenue Officer of experience in India must admit that the Abkary revenue, whether from Toddy or Arrack, can increase only in prosperous seasons and at times when the population is prosperous: while, in like manner, in seasons of drought, famine and pestilence, the revenue falls even to almost utter extinction. We humbly submit this, to plead that it is no fault of ours that we have had to importune the Government to the extent we have been simply compelled to do.

6. With the foregoing brief submission of facts, we now ask permission to turn to the conditions contained in the Chief Commissioner's Proceedings under acknowledgment; and while as heretofore, we are prepared to yield perfect obedience to the Chief Commissioner's wishes and to relinquish the contract, we humbly trust, that on a consideration of the grounds we ask leave to advance, the Chief Commissioner will be pleased to modify his Order in our favour, as far as the same may be considered fair and just, and that you will be pleased to support us.

7. The *first* condition is:—"That we shall pay up the full amount of our rent up to the date of our relinquishment," which date is fixed as "at the end of the current official year" or 31st March 1879.

8. We have already submitted, in para 14 of our petition of the 16th January 1879, that we have suffered an actual loss, in the realization of toddy revenue (without allowing anything for our own trouble or outlay of capital) of Rs. 68,928-7-8 for the nine months ending 31st December 1878; so that in compelling us to keep on the contract on the present ruinous terms for three months longer, we are made to incur a further loss of Rs. 23,000, or in all, a loss of Rs. 92,000. If under all the facts and circumstances of our case, the Chief Commissioner adheres to mulcting us in this heavy loss, we have no alterative but humbly to bow to his decision, yet, we pray that a favorable and just view may be taken on this point.

9. The *second* condition is:—"that we shall not be allowed to bid for the contract, at its re-sale."

10. We respectfully submit that this is a very hard condition. We have not approached the Government and asked to be relieved from the responsibilities of our present contract from any inefficiency on our part, but entirely on the sole ground that the present condition of the country (denuded of the toddy consuming population by the famine) will not admit of so high a revenue as was fixed by Mr. Saunders, on Colonel Pearse's recommendation.

11. In preferring our request, we prayed only to be released from the contracts of the Kolar and Toomkoor Districts, and to be permitted to retain the Bangalore District, where, though we are also working at a loss, we hoped by being allowed to utilize the large plant we have and to retain our establishment (thereby enabling us to get in a portion of our immense outstandings) to recoup ourselves to some extent, especially if the seasons during the remaining two years of our contract proved favourable. But the Chief Commissioner himself was pleased to say, that if we relinquished the Kolar and Toomkoor Districts, we should relinquish the Bangalore District also, and we have given tacit obedience to his wishes.

12. When, at the re-sale of the contracts, the whole world is allowed to compete, we submit it is hard that we alone should be singled out for this prohibition, which, we submit, can produce but two results, viz. First, in a stigma on ourselves in the eyes of the people, that we have been debarred by Government, after seventeen years of faithful service and established credit and integrity, from bidding for a Government Contract thrown open to every one else. And secondly, in decided loss to Government, for if it is only known (as I submit it already is throughout the town) that we are prohibited from bidding, the bids or tenders of all others will be very low. The contracts are only for two years. The capital required for deposit, appliances, buildings, &c. is about a lakh of Rupees, and no stranger would venture to undertake the business, except with a very large margin to ensure his success and remuneration: hence there will be positive loss to Government.

13. If however the Chief Commissioner adheres to this prohibition, in restraining us from bidding for a contract thrown open to the whole world, we have no alternative but humbly to bow to his decision, and though we have no desire whatever to bid and only seek to be saved from the ruinous losses now incurred, yet, we earnestly pray that a favourable and just view may be taken, on this point also.

14. We further humbly pray that whoever the future contractor or contractors may be, he or they may be required, as one of the conditions of bidding for the contracts to purchase from us, at the respective localities, all necessary buildings and appliances (of which we shall prepare and furnish a detailed list, at a fair valuation, to be made by one arbitrator appointed by us, one by the new contractor, and one by Government. This request, if complied with, will not only assist the new contractors, but also, help us to pay up any arrears we may owe to Government.

15. In conclusion, we beg to reiterate our earnest desire to give implicit obedience to the orders of the Chief Commissioner and yourself and earnestly soliciting the Chief Commissioner's and your just and favourable consideration on our behalf.

We beg to remain,

Sir,

Your most obedient servants,

Bangalore
31 Jan'y 1879

Mergher

1/10/79

14

1879. 1/185

From

Section SR
File No. 1821
Serial No. 9

To The Commissioner
Mandymoo Division

Dated Bangalore, 10th February.

Despatched " " "

Received *[Signature]*

Enclosures No. " "

General No. 10069
B No. 182

Passing orders on the
Commissioner's No 325 R of
6th February 1879, on the Subject
of tenders for the to d dy
Contract in the Mandymoo
Division.

[Vertical stamp: The Commissioner's Office, Bangalore, 10/2/79]

General N^o 10069
R. " 182

Dated 10th February 1879.

Read Nandedroog Commr's
letter N^o 325-R. dated 6th
February 1879 forwarding
a draft Notification in-
viting tenders for the
toddy contract of the
Districts of the Nandi-
droog division, and
a letter addressed to
the Commr: by Messrs
Kergler & Rai Bahadur
Yeller Mullaappa Chetty.

Order The Chief Commr: has
amended the instⁿ so as
to provide better security
in the event of persons ten-
dering and withdrawing
before final orders ac-
cepting the tenders are
passed, and in the

& carry out the provisions
of the contract during
its currency. The deposit
required from the accep-
ted tenderer is at the
same time reduced to
three months instal-
ment.

A further amendment
has been introduced
whereby the contractor
shall have no claim to
Compensation in acct
of trees removed from
occupied land, or in acct
of arable land contain-
ing trees being given out
for cultivation in un-
settled taluks.

The C.C. directs that
in this and future toddy
contracts

Contracts the maximum price at which today may be sold should be stated

With these amendments the notification will be published the date for receiving and opening the tenders being fixed at the 5th March.

With regard to Messrs. Murgler & R. W. M. C.'s communication the Office Comr. is requested to inform them that their being allowed to give up their contract was an indulgence, they could clearly only be permitted to do so on allowing sufficient time for the work to arrange for a resale. Further that to exclude a contractor who throws up his contract before its expiry is a sound & ~~be.~~ from bidding at the resale is a sound and

necessary condition of
all contracts, it was not
intended to cast, nor does
it cast, any stigma upon
the ~~and~~ ^{existing} contractor
however as a special case
the Ch Com will not in
this instance object to
allow Messrs M & R BMC
to bid at the resale.

But this is on no account
to be regarded as a pre-
cedent for departure in
future from the condition
which the C.C. desires to be
widely made known.

The C.C. is unable to recog-
nize the claim for the Petros
value to be paid by the new
Contractor for their building
and appliances. The Govt
cannot insert such a
condition & the Petros must
make their own terms
with the new Contractor,
the

75

the C.C. desires however
that the Off^r Com^r may
give the Petrs such reasonable
assistance in this matter
as maybe in his power

Measures should be
at once adopted for the
recovery of any arrears
due by the old contractors

M/L 10/2.

To The Com^r - N.D.

24

Section	812
File No	1-1877
Serial No	10

Revenue 1877/9. 05803.
From The Commr. 277.

To
Standing. Dr.
Secretary to Chief Commissioner,
General Department.

Dated 7th March
Despatched
Received 6th 10th

ENCLOSURES NO. 1.

General No. 362 } 1875-79.
R. No. 10

Reports particu-
lars of the tenders
received for the total
contract of the 3 Dist.
of the Navolidroog Dist.
and recommends the
acceptance of the
highest tender made
by Messrs. Dany.

No. A 362

25
Munibetpur Commissioner's Office
Bangalore 7th March 1879

To

The Off^r. Secretary to the
Chief Commissioner of Mysore

Sir,

I have the honor to subjoin
a list of the tenders for the toddy contract
of the several Districts of this Division
presented to this Office on the 5th instant
during my absence at Tumkur.

2. The highest tender, it will be seen,
is that of Messrs. Dury Moodappa & Co.,
the aggregate amount for the three Dis-
tricts being Rs. 1,25,000. It is however
much below the realizations from the
toddy contract for the same three Dis-
tricts during 1st years, as shown by
the following figures

For 1867/68	—	—	Rupies 2,16,728	—
— " — 1868/69	—	—	" — 1,77,644	—
— " — 1869/70	—	—	" — 1,80,541	—
— " — 1870/71	—	—	" — 1,91,000	—
— " — 1871/72	—	—	" — 1,98,004	—
— " — 1872/73	—	—	" — 1,90,225	—
— " — 1873/74	—	—	" — 2,08,832	—

Bangalore District Treasury on the acceptance of the tender, the contracts of each District should be regarded as distinct, so that the payments and accounts in respect of each may be kept separate. The different course followed in regard to the arack contract has caused much confusion.

5. With regard to the 2nd request of Messrs. Davy, Moodappa & Co, I may state that I proposed to omit the clause giving special privileges to bakers, but it was reinserted in the Chief Commissioner's Notification. If the Chief Commissioner is not prepared to reconsider the point, I would suggest that the contractors may be held at liberty to determine the quantity monthly or annually as they shall see fit to issue to bakers, the quantity being fixed with reference to estimated requirements.

6. In forwarding a copy of Messrs. Davy, Moodappa & Co's letter on the subject, I beg to recommend that their tenders for the several Districts be accepted.

From

Messrs. Davy, Moodappa & Co. Mysore.

To

The Commissioner

Mandya Division

Sir,

With reference to the Notification No. 284, dated 11th February 1879, calling for tenders for the toddy contract of the three Districts of the Mandya Division, we beg to offer for each year as follows:

For the Bangalore District	<u>Rs.</u>
including Town & Cantonment	16,000—
For the Tumkur District	30,000—
For the Kolar District	19,000—
	<u>Rs. 1,25,000</u>

We forward herein Government Provisionary Rules for Rs. 3000 as required and are prepared to fulfil all the conditions.

Owing to the toddy supply, especially in Bangalore Town and Cantonment being chiefly dependant on the Tumkur District, we trust you will be pleased to grant us the contract of all three Districts, without which it will be impossible for any contractor to

81 Telegram

1879.

No 187

From

State

Revenue

Serial

802

File No

1-1877

Serial No

11

To

Comr

Bangalore

Dated

17 March 1879

Despatched

Camp Mysore

Received

Enclosures No.

General No.

1135010

No.

Telegram

Subj. That

Davy Moodappa's
tender for all three
districts is accepted
etc

Copy

1/19

To Duffin
10-3-79

INDIAN TELEGRAM.

87

To (Station)

Bangalore

To (Name)

Commissioner

Dated 8 March 1879.

Mypore

Gray Woodcroft's letter

accepted for all three

districts: cannot

have other published

condition regarding books

letter previous today.

Yr.

Yours truly.

Moodappa & Co be informed that if they cannot take the contract on the terms specified Mr. Gordon will be obliged to give it to the next highest tenderers

4. At the same time the C.C. believes that the provision can make no material difference to the Contractor. If it does make a material difference there is the more reason for not altering the terms of the contract as published. If it does not there is the less reason for the Contractors insisting on their request; but Mr. Gordon would be glad to hear and consider the grounds of the objection to this provision, and desires to be informed of

the circumstances &
considerations in which
it was originally provided

5. If the objection taken
to the clause giving special
privileges to bidders arises
from apprehension that
undue advantage will
be taken of that clause
to obtain toddy from the
Contractor at reduced
rates, which is not intended
to be used for baking,
you may assure Messrs
Dary & Moodappa & Co
that precautions will
be adopted by Govt to
protect them against
any such loss, and as
the privilege notified
extends merely to Toddy
requiring bona fide for
purpose of baking
bona

35
bread. the privilege
must and will so far
allowed, but no further

I have to

Yr

8/5.

1879

To Mount Standard
do.

At Camp Lyons &
March 1879

At - " -

Recd.

Camp 7-10-18

87
Camp No 10

M. C. C. Office
Camp Mysore 8 Mar 79
To The Comr. Nandidroog Dist.

Sir

In reply to your letter No
362 dated 7th March 1879
recommending the acceptance
of the highest tender made
for the Toddy contract of the
District of the Nandidroog
Division by Messrs Davy
Moodappa & Co I am
directed in continuation
of telegram despatched
this day to inform you
that the C.C. accepts Messrs
Davy & Moodappa & Co's
tender.

2 Messrs Davy Moodappa &
Co having tendered highest
for each individual Dist.

of the Division and their tenders being accepted for all, their first request requires no further unimadventance; except, as you say in para 4, the deposit to be lodged under para 5 of the C.C.'s Notification may be paid for convenience in one lump sum into the Bangalore Dist Treasury. The contracts of each district should however be regarded as distinct and accounts in respect of each may be kept separately.

3. With regard to Messrs

Savy Moodappa & Co's request that they may not be required to sell to bakers at a reduced rate I am to state that the C.C. is most unwilling to alter any of the published conditions of the contract after receipt of the tenders, and I am to request that Messrs Savy Moodappa

06089.

1879.

293

From

*The Offg Commissioner
Quarrying Division*

To

Secretary to Chief Commissioner,
General Department.

Section	<i>SA</i>
File No	<i>1-1877</i>
Serial No	<i>4</i>

Dated

19 March 1879

Despatched

5/

Received

21 - " - "

ENCLOSURES NO.

General No.

91

No.

775

} 1878-79.

*Reports that the
Sadd agreement between
Govt & Messrs. Leary Bros.
- 1878-79 has been signed
& the instructions con-
- municated attached to*

*To
Dr. H. C.
975
21-3-79*

*File - Encl. per-
in. W.P. 811
28/3*

16. N 375- Standing Committee Office
Bangalore 19th March 1879

The Secretary to the
Cape Commission, Government

Sir,

I have the honor to report
that the deed contract in, the agreement
between the Mysore Government and
Messrs. Dwyer, Morris, & Co. was
signed today, and that in accordance
with the instructions of the Cape Com-
missioners, communicated to me semi-
officially, I have made the date of
payment of the first instalment within
the 15th of the month / instead of the 31st,
and 5 pice per pee has been stated to
be the minimum price at which
toddy shall be sold to natives. These
alterations are both in conformity with
the terms of the agreement entered into
by the late toddy contractors.

I have the honor to be
Sir

Your most obed^t Serv^t,

Henry Mackay

Cape Commission
at Chindraya, Dine